

**SPARTANBURG, S.C.**

<b>STATE OF SOUTH CAROLINA</b>	)	<b>DECLARATION OF PROTECTIVE</b>
	)	<b>COVENANTS, CONDITIONS,</b>
	)	<b>RESTRICTIONS AND EASEMENTS OF</b>
<b>COUNTY OF SPARTANBURG</b>	)	<b>RIVERMILL PLACE</b>

**THIS DECLARATION** is made this 18<sup>th</sup> of April, 2017, by RIVERMILL PLACE HOMEOWNERS ASSOCIATION, INC., and supersedes any and all previous documents of Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place, expressly one described upon plats entitled "Rivermill Place" as recorded in the Plat Books RMC Office of Spartanburg County, S.C. recorded in Spartanburg County, January 20, 1998.

**WITNESSETH:**

**WHEREAS**, Developer has sold all lots of land in Spartanburg County, South Carolina, and more particularly shown and described upon plats entitled "Rivermill Place" as recorded in the Plat Books RMC Office of Spartanburg County, S.C. and

**WHEREAS**, Rivermill Place is a residential community, the Rivermill Place Homeowners' Association, Inc. desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends all of the lots of Rivermill Place as shown on the above plats to be within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Rivermill Place, and

**WHEREAS**, the Rivermill Place Homeowners' Association, Inc. is assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and

**WHEREAS**, the Rivermill Place Homeowner's Association, Inc. shall have officers consisting of President, Vice President, Secretary and Treasurer elected at the Annual Meeting of Rivermill Place Homeowners' Association, Inc. for a term of one (1) year by a majority vote of Lot owners present and voting according to the voting requirements of these COVENANTS plus authorized written proxy votes both signed and dated for this Annual Meeting. The President shall appoint, at his discretion, up to five Directors-at-Large to serve with the officers as voting members of the Rivermill Place Homeowners' Association, Inc. Board. The total number of officers and Directors-at-Large will be an uneven number. The officers will manage the daily affairs of the Association and represent the interests of Lot owners. The Board may appoint committees to represent the Association on specific topics;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the mutual benefits and advantages to the Rivermill Place Homeowner's Association, Inc., the Builder and to future property owners of lots shown on the above plats, the Rivermill Place Homeowners' Association, Inc. does hereby change and impose upon Rivermill Place the following covenants, conditions, restrictions, easements, charges and liens, which supersedes any and all such previous ones, which shall bind the Builder, its successors and assigns, and future owners of said lots, the respective heirs and assigns:

1. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one attached single-family dwelling, not to exceed two (2) stories in height. An outbuilding is permitted behind the dwelling provided it is approved by the **Architectural Review Committee** (hereafter referred to as **ARC**) prior to installation.
2. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bedrooms and no less than one thousand six hundred fifty (1650) square feet of heated floor area, and a garage. In the event of a catastrophic loss of the dwelling, the



owner may reconstruct a dwelling at the same square footage, or larger, of heated floor area, and a garage as originally constructed provided the dwelling meets the other provisions of these Covenants. At the Builder's request the Board of Directors retains the right to adjust for unique circumstances.

3. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side or street property line of the lot than the setback line(s) shown for such lot on the plat of Rivermill Place referred to in the deed to such lot.
4. **SEWER EASEMENTS.** Certain lots are subject to an easement and right-of-way for sanitary sewer proposes. The total width of the sewer easement is twenty five (25') feet, consisting of twelve and one-half (12 ½') feet on each side of the sewer line and shall be shown on a plat of Rivermill Place. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and lot owner shall not build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.
5. **BUILDING PLANS AND MATERIALS.** All dwellings shall have the exterior of brick or masonry on the front elevation and both sides of the building with commonality of color and trim, and this shall be effective from the effective date of this document. All building plans and siding must be approved and signed by the ARC in advance of beginning any construction. The minimum roof pitch shall be 8/12 on front of homes and roofs shall be covered by architectural shingles.
6. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical doublewide mobile homes, are absolutely prohibited.
7. **DRIVEWAYS.** All driveways shall be constructed of concrete and shall be maintained by the lot owner in a good state of repair and suitable appearance. Where driveways

from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged.

8. **SWIMMING POOLS.** There shall be no above ground swimming pools located on any lot. The ARC must approve any inground pool.
9. **YARDS.** All yards must be completely sodded, front, side and rear. The ARC may approve the mutual request of neighbors with adjoining property to lay attractive stone or stepping stones along the sides of their houses between the front and rear of the residences where shade would typically hinder grass from growing. The ARC may approve leaving any wooded area natural.
10. **LOT SUITABLE FOR CONSTRUCTION. ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.**
11. **GENERAL EASEMENTS.** Developer reserved an easement in each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. All utility service lines, including cable television, telephone, gas, electric or other utility from streets shall be installed underground to any dwelling or other structure located upon a lot.
12. **SEWAGE.** All sewage shall be disposed of through the sanitary sewer line collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such line shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.
13. **FENCING.** Each property owner is entitled to install a privacy fence on the sideline or rear lines of his lot; the said fence or fences cannot extend beyond the rear corners of the owner's house. Provided, however, the fence along with any painting or staining must be approved in advance by the ARC.



14. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited.
15. **NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets. This includes operating any vehicle commonly referred to as an all terrain vehicle.
16. **PARKING OF BOATS AND RECREATIONAL VEHICLES.** No recreational vehicle, camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right of way or be kept on any lot in the subdivision unless stored in an enclosed garage. No buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right of way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, all terrain or similar vehicles. Those who use such vehicles shall store them in the garage.
17. **RECREATIONAL EQUIPMENT.** Swing sets, basketball goals, sandboxes, gym sets and such similar devices or structures primarily for recreational use and enjoyment must be located on the rear portion of a lot. No additional concrete or asphalt pad may be poured from the back corner of the dwelling to the front property line.
18. **ANIMALS.** No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, household pets, such as cats and dogs, may be kept on a lot, provided such pets, shall not exceed a total of three (3) in number AND provided further that the owner thereof shall be responsible for the control and conduct of household pets so that they are not an annoyance, hindrance or nuisance to others. Written request for any additional animal may be submitted with

complete description to the Rivermill Place Homeowners' Association Board for consideration.

19. **TRASH RECEPTACLES.** All receptacles for trash and garbage must be kept within a fenced or enclosed area and hidden from public view and the view of adjoining property.
20. **CLOTHESLINE.** All clothesline and poles shall be installed on the rear portion of a lot and not visible from the street(s).
21. **SCREENING OR YARD EQUIPEMENT.** Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.
22. **ONLY TELEVISION ANTENNA AND SATELLITE DISHES** are permitted, and shall be attached to the SIDE or BACK of the house away from the front elevation; however, in this single exception, existing television antenna and satellite dishes may be grandfathered in at the lot owner's discretion.
23. **COMPLETION OF IMPROVEMENTS.** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.
24. **COVENANT OF GOOD APPEARANCE AND REPAIR.** Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in commonality of existing homes in Rivermill Place in order to assure that no condition exists, which would diminish the good appearance or curb appeal of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weed or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Rivermill Place Homeowners'



Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 32 G. THE BUILDER, THE RIVERMILL PLACE HOMEOWNERS' ASSOCIATION, INC. ALONG WITH ANY OF THE RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

**25. DECORATIVE ACCESSORIES ON THE FRONT OF THE PROPERTY.** The front yard of each lot is to be properly maintained in keeping with a residential environment. Temporary holiday decorations are permitted provided these are removed within ten (10) days of holiday date.

**26. SIGNS.** No signboard or other signs of any kind shall be displayed on any lot except a single "FOR SALE" and a builders sign, or a single "FOR RENT" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size. The area along each side of the entrance identified as sign easements on said plats shall be exempt from this provision.

**27. STREET LIGHTING.** Street lighting shall be installed by the Rivermill Place Homeowners' Association, the cost and expense of operation will be that of the Homeowners' Association and paid by Lot owners Homeowners' assessment.

**28. MAINTENANCE OF STREET RIGHT OF WAY.** The owner of a lot shall be responsible for the planting and maintenance of the area from the property line to the edge of the pavement or curb of the street or street upon which said lot abuts.

29. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited unless carried out in conjunction with a supervised activity of the Rivermill Place Homeowners' Association Inc.

30. **MAILBOXES.** All mailboxes shall be of the same design in commonality with those throughout Rivermill Place at cost to each owner. The cost of each mailbox will be paid by the lot owner and will be due at the time of closing of each lot. It shall be the responsibility of the lot owner to maintain all mailbox parts in good condition or replace these to be in commonality with our community.

**31. RIVERMILL PLACE HOMEOWNERS' ASSOICATION:**

A. **MEMBERSHIP.** Every person or entity who is a recorded owner of a fee or undivided fee interest in any LOT which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. **VOTING RIGHTS.** Members shall be entitled to ONE (1) vote for each Lot in which there is an interest. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than ONE (1) vote be cast with respect to any such Lot.

**32. COVENANTS FOR MAINTANCE ASSESSMENTS**

A. **Creation of Lien and Personal Obligation of Assessments.** The Builder for each lot owned by it within Rivermill Place herby covenants and each owner of any lot by acceptance of a deed to a lot within Rivermill Place, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay assessments to the Rivermill Place Homeowners' Association, Inc. Lots owned by the Builders shall be exempt from annual



assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Builder's voting rights in the Association.

**B. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the lot owners in Rivermill Place and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

- 1) For the payment of expenses related to the upkeep, maintenance and replacement of sign with Rivermill Place identifying the subdivision, containing street names or other safety signs, if any.
- 2) For the payment of services for any street lighting undertaken and accepted by the Association.
- 3) Expenses for the maintenance and upkeep of landscaped areas, including areas designated for sign easements.
- 4) For any other purpose, cost or expense reasonably related to the performance of the duty and responsibility of the Association as determined by the Board of Directors of said Association in accordance with these restrictions.

**C. Basis of Annual Assessments.** Annual assessments are determined by the Rivermill Place Homeowners' Association, Inc. Board of Directors at \$180.00, and may change year to year.

**D. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of a simple majority of the votes of each voting Member who is voting in person or by proxy at a meeting duly called for

this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- E. **Quorum for Any Action.** The quorum required for any action shall be the number of Members present at a meeting duly called and convened.
- F. **Duties of the Board of Directors.** The Board of Directors of the Rivermill Place Homeowners' Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept by the Secretary/Treasurer of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- G. **Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association.** The annual assessment is due on the date of the January annual meeting each year. If the owner is unable to pay on that date the owner will make a written request to the Treasurer and/or President five (5) days prior to request a grace period. A grace period may be extended thirty-one (31) days from the due date in that year. If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall be such property in the hands of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty-one (31) days after the due date, the assessment shall bear interest from the delinquency date at the



rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount such assessment, the interest thereon, as above provided, plus a reasonable attorney's fee and the cost of the action.

**H. Lien of Assessments is Subordinate to Recorded Mortgage.** The lien of assessment provided for herein shall be subordinate to the lien of any mortgage now or hereinafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the such sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter coming due or from the lien thereof. The Board of Directors reserves the right of disposition of a lien as it sees fit.

**33. ENFORCEMENT BY HOMEOWNERS' ASSOCIATION.** Except for approvals and rights expressly reserved herein unto the Rivermill Place Homeowners' Association Inc., the Rivermill Place Homeowners' Association shall have the standing to enforce the restrictions within covenants and obligations IN THE SAME MANNER.

**34. TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon all future owners, their respective heirs, successors and assigns, and all parties claiming UNDER THEN UNTIL January 1, 2028, at which time the terms hereof shall be automatically extended for a successive period of ten (10) years thereafter, unless the then Owners owning at least two thirds (2/3) of the Lots in Rivermill Place agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written

agreement of the then Owners owning at least two thirds (2/3) of the Lots in Rivermill Place. NOTWITHSTANDING ANYTHING HEREIN TO THE RIGHT TO WAIVE, MODIFY OR CHANGE IN WRITING, ANY OF THE TERMS HEREON WITH RESPECT TO THE APPLICATION THERE OF TO A LOT BASED UPON SPECIAL, UNIQUE OR UNUSUAL CIRCUMSTANCES, BUT NO SUCH WAIVER, MODIFICATION OR CHANGE SHALL SUBSTANTIALLY AFFECT THE OVERALL PLAN OF DEVELOPMENT.

### **35. EFFECT OF COVENANTS AND ENFORCEMENT**

**A. Effect of Provisions of These Covenants.** Each owner, their successors, heirs and assigns, and all others who take an interest in land or realty within Rivermill Place do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

- 1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Rivermill Place is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- 2) shall, by virtue or acceptance of any right, title or interest in any lot by owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Builder, the Rivermill Place Homeowners' Association and all other owners, their respective heirs, successors and assigns;
- 3) shall be deemed a real covenant by the Builder for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot with Rivermill Place;
- 4) shall be deemed a covenant, obligation and restriction secured by lien binding, burdening and encumbering the title to each lot within Rivermill Place, which lien, with respect to any such loss shall be deemed a lien in favor of the Association.



- B. Who May Enforce.** The benefits and burdens of these covenants run with the land at law and in equity, and the Development and Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.
- C. Against Whom May the Covenants be Enforced.** The obligations and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property. The owner shall make these Covenants a part of any and all agreements to rent or lease property so the owner will enforce compliance by all parties with this instrument.
- D. Enforcement Remedies.** In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Builder, its successors and assigns, the Rivermill Place Homeowners' Association, Inc. or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to actions:
- 1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use;
  - 2) to restrain, correct or abate such occupancy of any dwelling or land;
  - 3) to prevent any act, conduct business or use which is in breach of these covenants; or
  - 4) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these

restrictions shall also be entitled to reasonable attorney fees against the other property.

### 36. MISCELLANEOUS

- A. **No Waiver.** Failure to enforce any provision or provisions of this instrument for any period of time by the Builder, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.
- B. **Captions.** The captions and headings in the instrument are for convenience only and shall not be considered as controlling in construing the provision hereof.
- C. **Board Authorization.** All actions of the Rivermill Place Homeowners' Association, Inc. shall be authorized actions if approved by the Board of Directors of the Association in accordance with these COVENANTS, unless the terms of the instrument provide otherwise.
- D. **Gender, Tense, Number and Applicability of Definitions.** When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa and words used in the present tense shall include the future tense.
- E. **Savings Clause.** If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of this subject matter hereof, the remaining provisions hereof



shall remain fully enforceable and binding upon the owners, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 18<sup>th</sup> day of April, 2017.

RIVERMILL PLACE HOME OWNERS ASSOCIATION, INC.

By: James R. Wilson Sr.  
James R. Wilson, Sr., President

By: Travis Brady  
Travis Brady, Treasurer

By: Kristine R. Hainbach  
Witness

By: John De Rose Esq.  
Witness

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF SPARTANBURG )

Personally appeared the undersigned witness and made oath that (s)he saw the within named officers sign, seal, and as the officers act and deliver the within written Covenants, and that (s)he with other witnesses subscribed above, witnessed the execution thereof.

~~The~~ subscribing witness is not a party to or beneficiary of the TRANSACTION.  
SWORN to before me this 18<sup>th</sup> day of April, 2017.

W. J. Williams, Jr.  
W. J. Williams, Jr.  
Notary Public for SC  
My Commission Expires: August 29, 2017

SEAL Kristine R. Hainbach  
Witness

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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**AMENDED DECLARATION OF  
PROTECTIVE COVENANTS,  
CONDITONS, RESTRICTIONS AND  
EASEMENTS OF RIVERMILL PLACE**

THIS AMENDED DECLARATION is made this 22 of FEBRUARY, 2022, by RIVERMILL PLACE HOMEOWNERS ASSOCIATION, INC. and the undersigned lot owners, representing at least 2/3 of the lot owners of RiverMill Place as of the date of this Amended Declaration, and amends any and all referenced sections/paragraphs of previous documents of Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place; any provision of a prior Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place, including but not limited to those recorded in Spartanburg County Register of Deeds on January 20, 1998 and April 25, 2017 (Deed Book 115-N, Page 777) shall remain in force and effect unless amended herein.

**WITNESETH:**

**WHEREAS**, the RiverMill Place Homeowners' Association, Inc. is assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and

**WHEREAS**, the RiverMill Place Homeowner's Association, Inc. shall have officers consisting of President, Vice President, Secretary and Treasurer elected at the Annual Meeting of RiverMill Place Homeowners' Association, Inc. for a term of one (1) year by a majority vote of Lot owners present and voting according to the voting requirements of these COVENANTS plus authorized written proxy votes both signed and dated or transmitted electronically for this Annual Meeting. The President shall appoint, at his discretion, up to five Directors-at-Large to serve with the officers as voting members of the Rivermill Place Homeowners' Association, Inc. Board. The total number of officers and Directors-at-Large will be an uneven number. The officers will manage the daily affairs of the Association and represent the interests of Lot owners. The Board may appoint committees to represent the Association on specific topics;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the mutual benefits and advantages to the RiverMill Place Homeowner's Association, Inc., and to property owners of lots within the subdivision known as RiverMill Place, the RiverMill Place Homeowners' Association, Inc. together with the consent of at least 2/3 of the lot owners, as evidenced by their signatures hereinbelow, do hereby change and impose upon RiverMill Place the following amended covenants, conditions, restrictions, easements, charges and liens, in addition to the prior recorded Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place set forth above, which together shall bind the lot owners, their successors and assigns, and future owners of said lots, their respective heirs and assigns:

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Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds



- 15. NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary or unsafe activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets. This includes operating any vehicle commonly referred to as an all-terrain vehicle.

**New paragraph 16.1**

**16.1 PARKING AND SPEED RESTRICTIONS.** ALL VEHICLES SHALL COMPLY WITH SOUTH CAROLINA CODE OF LAWS, SECTION 56-5-2510 which states in pertinent part as follows:

- a. No Person shall stop, park, or leave standing vehicle, whether attended or unattended, upon the roadway outside a residential district when it is practicable to stop, park, or leave the vehicle off the roadway. An unobstructed width of the highway opposite a standing vehicle must be left for the free passage of other vehicles and a clear view of the stopped vehicle must be available from a distance of two hundred feet in either direction upon the highway.
  - i. Vehicle parking on the street right of way of Hidden Ridge Drive shall be used primarily for loading and unloading only.
  - ii. Any other on street parking shall not create hazard or impede the free flow of traffic on Hidden Ridge Drive.
- b. No recreational vehicle, camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right of way or be kept on any lot in the subdivision unless stored in an enclosed garage. No buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right of way, except for loading and unloading. Furthermore, no portion of a lot or any street within River Mill Place subdivision shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, all terrain or similar vehicles. Those who use such vehicles shall store them in the garage.
- c. A speed limit of 20 miles per hour will be enforced on all streets within River Mill Place subdivision

- 34. TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon all future owners, their respective heirs, successors and assigns, and all parties claiming UNDER THEN UNTIL January 1, 2028, at which time the terms hereof shall be automatically extended for a successive period of ten (10) years thereafter, unless the then Owners owning at least two thirds (2/3) of the

Lots in Rivermill Place agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement or transmitted electronically of the then Owners owning at least two thirds (2/3) of the Lots in Rivermill Place. NOTWITHSTANDING ANYTHING HEREIN TO THE RIGHT TO WAIVE, MODIFY OR CHANGE IN WRITING, ANY OF THE TERMS HEREON WITH RESPECT TO THE APPLICATION THERE OF TO A LOT BASED UPON SPECIAL, UNIQUE OR UNUSUAL CIRCUMSTANCES, BUT NO SUCH WAIVER, MODIFICATION OR CHANGE SHALL SUBSTANTIALLY AFFECT THE OVERALL PLAN OF DEVELOPMENT.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 22<sup>nd</sup> day of February, 2022.

RIVERMILL PLACE HOME OWNERS' ASSOCIATION, INC.

BY: Daniel T. McBride President

Kristine M. Rao

Witness

Albert J. Kuhl

Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

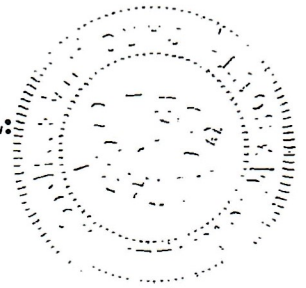
PROBATE

Personally, appeared the undersigned witness and made oath that (s)he saw the within named officers sign, seal, and as the officers act and deliver the within written Covenants, and that (s)he with other witnesses subscribed above, witnessed the execution thereof. The Subscribing witness is NOT a party to or beneficiary of the transaction.

SWORN to before me this 22<sup>nd</sup> day of February, 2022.

Walter Hill Jr  
Notary Public for SC  
My Commission Expires: Sept. 15, 2027

SEAL:



Albert J. Kuhl



**SCHEDULE A**  
**LEGAL DESCRIPTION**

All that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase I, Section I, containing 3.36 acres, more or less, of the Rivermill Place Subdivison Plat, prepared for Millroad Property Inc., by Blackwood Associates Inc., PLS, dated December 4, 1997 and recorded on January 28, 1998, in Plat Book 140, Page 266 in the ROD Office for Spartanburg County.

Block Map # 6-24-00 Parcels 71.2, 71.5 and 72.0

AND that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase I, Section II, containing 8.14 acres, more or less, of the Rivermill Place Subdivison Plat, prepared for Millroad Property Inc., by Blackwood Associates Inc., PLS, dated May 25, 1998 and recorded June 3<sup>rd</sup>, 1998 in Plat Book 141, Page 479 in the ROD Office for Spartanburg County.

Block Map # 6-24-00 Parcels 71.2, 71.5 and 72.0

AND that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase II, containing 5.37 acres, more or less, of the Rivermill Place Phase II Plat, prepared for Rivermill Place Phase II, by Souther Land Surveying PLS, dated December 11, 2003 and recorded December 11, 2003 in Plat Book 155, Page 268 and revised April 16, 2004 by Plat recorded in Plat Book 155, Page 913, both recorded in the ROD Office for Spartanburg County.

Block Map # 6-24-00-72.00

STATE OF SOUTH CAROLINA

STATE OF SPARTANBURG

COUNTY OF SPARTANBURG  
AMENDED DECLARATION  
OF PROTECTIVE  
COVENANTS, CONDITONS,  
RESTRICTIONS AND  
EASEMENTS OF RIVERMILL  
PLACE

DEE-2023-10566



DEE BK 141-F PG 73-80

Recorded 8 Pages on 03/21/2023 02:03:32 PM

Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Ashley B. Williams, Register Of Deeds

THIS AMENDED DECLARATION is made this 23 of February, 2023, by RIVERMILL PLACE HOMEOWNERS ASSOCIATION, INC. and the undersigned lot owners, representing at least 2/3 of the lot owners of RiverMill Place as of the date of this Amended Declaration, and amends any and all referenced sections/paragraphs of previous documents of Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place; any provision of a prior Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place, including but not limited to those recorded in Spartanburg County Register of Deeds on January 20, 1998 and April 25, 2017 (Deed Book 115-N, Page 777) and Amendments dated March 8, 2022 (Deed Book 136-C, pages 912-918) shall remain in force and effect unless amended herein.

#### WITNESETH:

WHEREAS, the RiverMill Place Homeowners' Association, Inc. is assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and

WHEREAS, the RiverMill Place Homeowner's Association, Inc. shall have officers consisting of President, Vice President, Secretary and Treasurer elected at the Annual Meeting of RiverMill Place Homeowners' Association, Inc. for a term of one (1) year by a majority vote of Lot owners present and voting according to the voting requirements of these COVENANTS plus authorized written proxy votes both signed and dated or transmitted electronically for this Annual Meeting. The President shall appoint, at his discretion, up to five Directors-at-Large to serve with the officers as voting members of the RiverMill Place Homeowners' Association, Inc. Board. The total number of officers and Directors-at-Large will be an uneven number. The officers will manage the daily affairs of the Association and represent the interests of Lot owners. The Board may appoint committees to represent the Association on specific topics;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the RiverMill Place Homeowner's Association, Inc., and to property owners of lots within the subdivision known as RiverMill



Place, the RiverMill Place Homeowners' Association, Inc. together with the consent of at least 2/3 of the lot owners, as evidenced by their signatures hereinbelow, do hereby change and impose upon RiverMill Place the following amended covenants, conditions, restrictions, easements, charges and liens, in addition to the prior recorded Declaration of Protective Covenants, Conditions, Restrictions and Easements of RiverMill Place set forth above, which together shall bind the lot owners, their successors and assigns, and future owners of said lots, their respective heirs and assigns:

33. ENFORCEMENT BY HOMEOWNER'S ASSOCIATION. Except for approvals and rights expressly reserved herein unto the RiverMill Place Homeowner's Association INC., the RiverMill Place Homeowner's Association shall have the standing to enforce the restrictions within covenants and obligations in the same manner,

To include violation of any section of the covenants and amendments of RiverMill Place Homeowners Association dated April 18, 2017 and amended February 22, 2023 with Register of Deeds Office and to include all future recorded amendments shall, after proper Notice, Written Demand, and Continued Non-Compliance, be subject to a fine of \$25.00 (Twenty-five dollars) per day per violation until such violation is in compliance with these covenants.

Fines shall not exceed \$1,500.00 per violation per year.

### **35. EFFECT OF COVENANTS AND ENFORCEMENT**

#### **C. Against whom May the Covenants be Enforced**

The obligations and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property. The owner shall make these Covenants a part of any and all agreements to rent or lease property so the owner will enforce compliance by all parties with this instrument subject to the following.

Whereas, the RiverMill Place Home Owners Association seeks to maintain the Right of Quiet Enjoyment and security, to ensure maintenance of property values and promotion of community standards for all property owners being members of the Association, hereby amend the protective Covenants and Restrictions to include the following.

#### **RESTRICTIONS ON THE RENTAL OR LEASING OF PROPERTY.**

1. From the date of this amendment, all future property sales, transfers, or exchange's must be owner occupied for a minimum period of ONE year prior to the availability to rent or lease subject to paragraph 2 of this section.
2. The maximum number of properties available for Lease or rental shall NOT exceed FIVE (5) homes within RiverMill Place subdivision. Owners seeking to rent or lease their property must apply in writing and receive approval from the HOA prior to renting or leasing. All applications will be accepted on a first come, first serve basis. This will ensure accuracy of the number of rentals, their location and create if needed a waiting list for future rentals. Current rentals will be included as part of the maximum allowable number rental homes. Failure by any homeowner to comply shall be subject to section 35 of these covenants.
3. Any negotiations to rent or lease by a qualifying homeowner shall be solely between the homeowner and the applicant and NOT the RiverMill Place HOA. This amendment shall be NON-DISCRIMINATORY in any manner between the homeowner, any applicant and the HOA.
4. Any proposed short-term rentals, described as a period of 90 days or less, shall be subject to prior approval of the RiverMill Place HOA board.

Additional Amendments:

### **32. COVENANT FOR MAINTENANCE ASSESSMENTS OR FINES**

- A. Creation of a lien and personal obligation of assessments and covenant violation fines.
- G. Effect of non-payment of assessments or covenant violation fines; the personal obligation of the owner; the lien; remedies of the association.
- H. Lien of assessments, or covenant violations are subordinate to recorded mortgage.

### **16.1 PARKING AND SPEED RESTRICTIONS**

- i. Vehicle parking on the street right of way of Hidden Ridge Drive shall be used for loading and unloading only.
- ii. Short term service vehicle parking should use driveway space where possible.

### **36. TERM OF ENFORCEMENT AND AMENDMENTS.**

These covenants, conditions, easements and restrictions shall be binding upon all future owners, their respective heirs, successors and assigns, and all parties claiming UNDER THEN UNTIL January 1, 2028, at which time the terms hereof shall be automatically



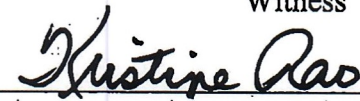
extended for a successive period of ten (10) years thereafter, unless the then Owners owning at least two thirds (2/3) of the Lots in RiverMill Place agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement or transmitted electronically of the then Owners owning at least two thirds (2/3) of the Lots in RiverMill Place. Notwithstanding anything herein to the right to waive, modify or change in writing, any of the terms hereon with respect to the application there of to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day of February 23, 2023.

RIVERMILL PLACE HOME OWNERS' ASSOCIATION, INC.

BY:   
Dave McBride, President

  
Witness

  
Witness

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF SPARTANBURG )

Personally, appeared the undersigned witness and made oath that (s)he saw the within named officers sign, seal, and as the officers act and deliver the within written Covenants, and that (s)he with other witnesses subscribed above, witnessed the execution thereof. The Subscribing witness is NOT a party to or beneficiary of the transaction.

SWORN to before me this 23 day of FEBRUARY, 2023.

Albert L. Feaster

Notary Public for SC

My Commission Expires

**ALBERT L. FEASTER**  
Notary Public - State of South Carolina  
My Commission Expires  
January 31, 2033

SEAL:



Kristine Rao

WITNESS



**SCHEDULE A**  
**LEGAL DESCRIPTION**

All that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase I, Section I, containing 3.36 acres, more or less, of the Rivermill Place Subdivision Plat, prepared for Millroad Property Inc., by Blackwood Associates, Inc., PLS, dated December 4, 1997 and recorded on January 28, 1998, in Plat Book 140, Page 266 in ROD Office for Spartanburg County.

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**Tax Map Numbers:**

6-24-00-072.01	6-24-00-072.16	6-24-00-072.33	6-24-00-072.49	6-24-00-072.64	6-24-00-072.83
6-24-00-072.02	6-24-00-072.19	6-24-00-072.34	6-24-00-072.50	6-24-00-072.65	6-24-00-072.84
6-24-00-072.03	6-24-00-072.20	6-24-00-072.35	6-24-00-072.51	6-24-00-072.66	6-24-00-072.85
6-24-00-072.04	6-24-00-072.21	6-24-00-072.36	6-24-00-072.52	6-24-00-072.67	6-24-00-072.86
6-24-00-072.05	6-24-00-072.22	6-24-00-072.37	6-24-00-072.53	6-24-00-072.68	6-24-00-072.87
6-24-00-072.06	6-24-00-072.23	6-24-00-072.38	6-24-00-072.54	6-24-00-072.69	6-24-00-072.88
6-24-00-072.07	6-24-00-072.24	6-24-00-072.39	6-24-00-072.55	6-24-00-072.70	
6-24-00-072.08	6-24-00-072.25	6-24-00-072.41	6-24-00-072.56	6-24-00-072.71	
6-24-00-072.09	6-24-00-072.26	6-24-00-072.42	6-24-00-072.57	6-24-00-072.72	
6-24-00-072.10	6-24-00-072.27	6-24-00-072.43	6-24-00-072.58	6-24-00-072.73	
6-24-00-072.11	6-24-00-072.28	6-24-00-072.44	6-24-00-072.59	6-24-00-072.74	
6-24-00-072.12	6-24-00-072.29	6-24-00-072.45	6-24-00-072.60	6-24-00-072.75	
6-24-00-072.13	6-24-00-072.30	6-24-00-072.46	6-24-00-072.61	6-24-00-072.78	
6-24-00-072.14	6-24-00-072.31	6-24-00-072.47	6-24-00-072.62	6-24-00-072.81	
6-24-00-072.15	6-24-00-072.32	6-24-00-072.48	6-24-00-072.63	6-24-00-072.82	